

ACKNOWLEDGEMENT OF RISK, RESPONSIBILITY AND LIABILITY

By making a booking for an activity (“the Activity”) with Haven Banks Outdoor Education Centre (“Haven Banks”), I, the Participant, Parent or Leader, confirm that I understand and accept that:

1. I am required to follow all instructions from Haven Banks, its instructors, employees or agents. I understand that if I fail to comply with these instructions, Haven Banks reserves the right to suspend my involvement in the Activity and that I shall not be entitled to any refund of any amounts I have paid to Haven Banks for participating in the Activity or any other costs incurred by me as a result of my having to leave the Activity.
2. The decision of the Instructor and/or the Centre is final and binding, including any decisions made by the Instructor to change the itinerary at short notice or suspend myself or a member of my party from the Activity and I will respect and comply with any such decision.
3. I have provided accurate information to Haven Banks about my experience and ability and I confirm that I am a competent enough to participate in my chosen Activity.
4. I am adequately fit and physically capable to undertake the Activity I have chosen and have no medical condition which would affect my participation.
5. I am solely responsible for my possessions. Haven Banks accepts no liability for any damage to or loss of my property whilst taking part in the Activity (except where such loss or damage was as a result of Haven Banks’ negligence).
6. I have provided emergency contact details to Haven Banks and authorise them to contact that person(s) in the event of an emergency.
7. In cases of emergency, I authorise Haven Banks, their Instructors, employees or agents as applicable to arrange any necessary medical or surgical treatments and to sign any required form of consent on my behalf. I accept that I am responsible for reimbursing Haven Banks for any additional expense they incur on my behalf relating to my medical treatment or repatriation due to my injury, illness or other medical condition.
8. There are certain risks and dangers inherent in taking part in the Activity, and that by the very nature of the activities I will be exposed to an element of personal risk over and above those associated with conventional non-adventure activities. These include the risk of personal injury and death to myself and loss of or damage to my property. I also expressly understand that I am under a duty to mitigate any risks to myself as far as is practicable, by taking all reasonable steps to ensure my own safety whilst participating in the Activity. Except as stated in paragraph 10, I accept full responsibility for these risks and I agree that Haven Banks, its employees and agents are released from any liability resulting from my injury or death or any loss of or damage to my property suffered during the Activity.
9. I will indemnify Haven Banks Outdoor Education Centre for all losses suffered by them as a result of my behaviour, negligence or failure to comply with the terms of this Acknowledgement Form, Terms & Conditions or otherwise.
10. Haven Banks Outdoor Education Centre does not exclude or limit its liability for any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered during the Activity which is caused by Haven Banks’ negligence.
11. The laws of England and Wales are applicable to this Acknowledgement Form and I expressly submit to the sole jurisdiction of the Courts of England and Wales.